

## ADDENDUM TO SCOLAR PURCHASE CONTRACT - PAGE ONE

Contract No. \_\_\_\_\_

Seller \_\_\_\_\_

This Addendum is a part of the referenced Purchase Contract and its terms supersede the printed terms of the Purchase Contract and any prior contract, oral or written.

1. **FOOD SOYBEANS & IDENTITY PRESERVATION.** The intended use of soybeans supplied in fulfillment of this contract is for human consumption. To the best of the Seller's knowledge, seed planted under this contract is free of variety mixture. Seller will provide proof of purchase or source of seed upon demand. Planter boxes and all equipment used to handle seed have been cleaned and found free of variety contamination. Harvest and all handling and shipping equipment (including but not limited to wagons, trucks, pits, augers, legs, conveyors) are free of other crops and foreign material. Storage bins are clean and free of other crops and foreign material. No insecticides or chemicals have been applied to the harvested crop. Trucks or wagons used to deliver product are clean and free of other crops and foreign material.

2. **QUALITY.** Seller agrees soybeans supplied will conform to the following standards:

<b>Moisture:</b>	14.0% maximum, 13.0-14.0% discounted, Buyer prefers 12.0-13.0%
<b>Test Weight:</b>	54.0 lb minimum
<b>Damage:</b>	2.0% maximum
<b>Heat Damage:</b>	0.2% maximum
<b>Foreign Material:</b>	3.0% maximum, FM over 1% deducted from net weight
<b>Splits:</b>	20.0% maximum, Splits over 5.0% discounted
<b>SBOC:</b>	1.0 % maximum (Soybeans of Other Colors)
<b>Variety Mixture:</b>	1.0% Maximum, Maximum 1.0% GMO Varieties
<b>No dirty seed coat</b>	<b>No Mold</b> <b>No Corn</b>

Seller agrees that Buyer shall have the right to test soybeans supplied in fulfillment of this contract for the presence of transgenic genes/traits using tests selected by Buyer. These tests shall be in addition to, and do not substitute for or waive, any warranties or representations made by Seller regarding varieties delivered under this contract.

If deliveries do not meet the foregoing standards, then Buyer may, at Buyer's option 1) reject the non-conforming deliveries; 2) reject the non-conforming deliveries and terminate the balance of the Purchase Contract; or 3) accept the non-conforming deliveries at discounts negotiated between Buyer and Seller after the extent of the non-conformity is known.

3. **QUANTITY.** The quantity shown on the face of this Purchase Contract is an ESTIMATE only. Seller agrees to sell and Buyer agrees purchase the entire production from the acreage shown on the face hereof, provided that such production conforms to specifications. In the event the production is greater than the bushel estimate, Buyer shall purchase the additional production on the terms of this Purchase Contract which shall be deemed amended to reflect the larger quantity. In the event the production is less than the bushel estimate, Seller shall have no liability to Buyer for the shortfall and this Purchase Contract shall be deemed amended to reflect